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7 Attorney for Plaintiff  
8 John Baeke, M.D.

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11 UNITED STATES DISTRICT COURT  
12 CENTRAL DISTRICT OF CALIFORNIA  
13

14 John Baeke, M.D.

15 Plaintiff,

16 v.

17 Lompoc Valley Medical Center and  
18 Does 1-10,

19 Defendants.  
20

CASE NO. 2:24-cv-4532

COMPLAINT FOR DAMAGES AND  
OTHER RELIEF

DEMAND FOR JURY TRIAL

21 **Introduction**

22 This is an action to recover damages on behalf of John Baeke, M.D., who  
23 alleges that his Personal Services Agreement was terminated in retaliation for his  
24 objections to illegal billing practices which he claimed violated the federal False  
25 Claims Act, 31 U.S.C. §3730, the California False Claims Act, California  
26 Government Code §12650 *et. seq.*, and the California Insurance Fraud Protection  
27 Act, California Insurance Code §1871.7.

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**The Parties**

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2 1. John Baeke is a physician and surgeon licensed to practice and  
3 practicing in the State of California and residing the the State of California.

4 2. Lompoc Valley Medical Center (hereinafter "LVMC") is an acute  
5 care hospital located at 1515 E. Ocean Avenue, Lompoc, California, which is  
6 within the boundaries of the Central District of California.

7 3. The true names and capacities, whether individual, corporate,  
8 associate or otherwise, of defendants Does 1 through 10, inclusive, and each of  
9 them, are unknown to Plaintiff, who, therefore, sues these Defendants by such  
10 fictitious names and will ask leave of court to amend this Complaint when the  
11 same shall have been ascertained. Plaintiff is informed and believes and upon  
12 such information and belief alleges that each Defendant designated herein as a  
13 Doe is responsible, for the events and happenings referred to herein.

14 4. At all times herein mentioned, each of the Defendants, was an agent,  
15 servant or employee of each of the remaining Defendants, and was at all times  
16 acting within the purpose or scope of said agency or employment, and was acting  
17 with the express or implied knowledge, permission or consent of the remaining  
18 Defendants, and each of them.

19 **Jurisdiction and Venue**

20 5. 31 U.S.C. §3732(a) of the Act provides that jurisdiction and venue  
21 are proper any"Any action under section 3730 may be brought in any judicial  
22 district in which any Defendant may be found to reside, or transact business.

23 **General Allegations**

24 6. Plaintiff began providing medical services at LVMC based upon a  
25 promise that LVMC would enter into a a Personal Services Agreement with him.  
26 In October of 2018 Plaintiff promptly signed the PSA that was presented to him  
27 and began providing services at the hospital. Although the LVMC Board did not

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1 ratify the PSA for some months, the PSA governed the terms of Dr. Baeke's  
2 economic relationship with hospital.

3 7. Dr. Baeke became concerned that LVMC was submitting improper  
4 billing for services provided to Medicare patients, Medi-Cal patients, and patients  
5 with private insurance. He voiced his concerns about improper billing to LVMC  
6 administrators and began discussing the hospital's billing practices with other  
7 physicians.

8 8. In retaliation for Dr. Baeke's investigation of and opposition to the  
9 submission of false claims and the submission of false records in support of false  
10 claims, LVMC terminated refused to renew Dr. Baeke's Personal Services  
11 Agreement, which expired on May 31, 2021.

12 9. Dr. Baeke was harassed, retaliated, discriminated against, and forced  
13 from her job in retaliation for her efforts to investigate the false claims described  
14 hereinabove. These acts were carried out in violation of 31 U.S.C. §3730(h),  
15 California Government Code §12653, and California Insurance Code §1871.7(k).

16 **FIRST CAUSE OF ACTION FOR VIOLATION OF 31 U.S.C. §3730(h)**

17 **Against All Defendants**

18 10. Plaintiff repeats and repleads each and all allegations contained in the  
19 preceding paragraphs of this Complaint as though fully incorporated herein.

20 11. In doing the acts hereinabove alleged Defendants, and each of them,  
21 illegally retaliated against Dr. Baeke in violation of 31 U.S.C. §3730(h). These  
22 violations proximately and legally harmed Dr. Baeke causing him to lose income,  
23 limiting his ability to earn income in the future, and causing mental and emotional  
24 distress.

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**SECOND CAUSE OF ACTION FOR VIOLATION**  
**OF CALIFORNIA GOV. CODE § 12653**

**Against All Defendants**

12. Plaintiff repeats and repleads each and all allegations contained in the preceding paragraphs of this Complaint as though fully incorporated herein.

13. In doing the acts hereinabove alleged Defendants, and each of them, illegally retaliated against Dr. Baeke in violation of California Government Code § 12653. These violations proximately and legally harmed Dr. Baeke causing him to lose income, limiting his ability to earn income in the future, and causing mental and emotional distress.

**THIRD CAUSE OF ACTION FOR VIOLATION**  
**OF CALIFORNIA INSURANCE CODE § 1871.7(k)**

**Against All Defendants**

14. Plaintiff repeats and repleads each and all allegations contained in the preceding paragraphs of this Complaint as though fully incorporated herein.

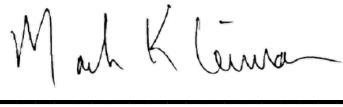
15. In doing the acts hereinabove alleged Defendants, and each of them, illegally retaliated against Dr. Baeke in violation of California Insurance Code § 1871.7(k). These violations proximately and legally harmed Dr. Baeke causing him to lose income, limiting his ability to earn income in the future, and causing mental and emotional distress.

**PRAYER FOR RELIEF**

1. General damages;
2. Two times the amount of back pay;
3. Interest upon said back pay;
4. Loss of future earnings;
5. Other special damages;
6. Litigation expenses and reasonable attorney's fees; and
7. For such other and further relief as the Court deems just and proper.

1 DATED: May 31, 2024

KLEIMAN RAJARAM

2  
3 By: 

4 MARK ALLEN KLEIMAN

6 LAW OFFICES OF LAUREN UDDEN

7  
8 By: /s/ Lauren John Udden

9 LAUREN JOHN UDDEN

10 Attorneys for Plaintiff  
11 John Baeke, M.D.

12  
13 **DEMAND FOR JURY TRIAL**

14 Plaintiff requests jury trial.

15 DATED: May 31, 2024

KLEIMAN RAJARAM

16  
17 By: 

18 MARK ALLEN KLEIMAN

20 LAW OFFICES OF LAUREN UDDEN

21  
22 By: /s/ Lauren John Udden

23 LAUREN JOHN UDDEN

24 Attorneys for Plaintiff  
25 John Baeke, M.D.